



Sen. Christopher Belt

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10300HB1497sam003

LRB103 04797 MXP 61779 a

1 AMENDMENT TO HOUSE BILL 1497

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 1497 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Vehicle Code is amended by  
5 changing Section 6-305.2 as follows:

6 (625 ILCS 5/6-305.2)

7 Sec. 6-305.2. Limited liability for damage.

8 (a) Damage to private passenger vehicle. A person who  
9 rents a motor vehicle to another may hold the renter liable ~~to~~  
10 ~~the extent permitted under subsections (b) through (d)~~ for  
11 physical or mechanical damage to the rented motor vehicle that  
12 occurs during the time the motor vehicle is under the rental  
13 agreement.

14 (b) Limits on liability due to theft for a + vehicle having  
15 an MSRP of \$50,000 or less. For a vehicle that is stolen and  
16 that has an MSRP of \$50,000 or less, the ~~The~~ total liability of

1 the a renter under subsection (a) shall be the actual and  
2 reasonable costs incurred by the loss due to theft of the  
3 rental motor vehicle up to \$5,000; provided, however, that if  
4 it is established that the renter or authorized driver failed  
5 to exercise ordinary care while in possession of the vehicle  
6 or that the renter or authorized driver committed or aided and  
7 abetted the commission of a theft, then the damages shall be  
8 the actual and reasonable costs of the rental vehicle up to its  
9 fair market value, as determined by the customary market for  
10 the sale of the vehicle. ~~for damage to a motor vehicle with a~~  
11 ~~Manufacturer's Suggested Retail Price (MSRP) of \$50,000 or~~  
12 ~~less may not exceed all of the following:~~

13 ~~(1) The lesser of:~~

14 ~~(A) Actual and reasonable costs that the person~~  
15 ~~who rents a motor vehicle to another incurred to~~  
16 ~~repair the motor vehicle or that the rental company~~  
17 ~~would have incurred if the motor vehicle had been~~  
18 ~~repaired, which shall reflect any discounts, price~~  
19 ~~reductions, or adjustments available to the rental~~  
20 ~~company; or~~

21 ~~(B) The fair market value of that motor vehicle~~  
22 ~~immediately before the damage occurred, as determined~~  
23 ~~in the customary market for the retail sale of that~~  
24 ~~motor vehicle; and~~

25 ~~(2) Actual and reasonable costs incurred by the loss~~  
26 ~~due to theft of the rental motor vehicle up to \$2,000;~~

1 ~~provided, however, that if it is established that the~~  
2 ~~renter or an authorized driver failed to exercise ordinary~~  
3 ~~care while in possession of the vehicle or that the renter~~  
4 ~~or an authorized driver committed or aided and abetted the~~  
5 ~~commission of the theft, then the damages shall be the~~  
6 ~~actual and reasonable costs of the rental vehicle up to~~  
7 ~~its fair market value, as determined by the customary~~  
8 ~~market for the sale of that vehicle.~~

9 ~~For purposes of this subsection (b), for the period prior~~  
10 ~~to June 1, 1998, the maximum amount that may be recovered from~~  
11 ~~an authorized driver shall not exceed \$6,000; for the period~~  
12 ~~beginning June 1, 1998 through May 31, 1999, the maximum~~  
13 ~~recovery shall not exceed \$7,500; and for the period beginning~~  
14 ~~June 1, 1999 through May 31, 2000, the maximum recovery shall~~  
15 ~~not exceed \$9,000. Beginning June 1, 2000, and annually each~~  
16 ~~June 1 thereafter, the maximum amount that may be recovered~~  
17 ~~from an authorized driver under this subsection (b) shall be~~  
18 ~~increased by \$500 above the maximum recovery allowed~~  
19 ~~immediately prior to June 1 of that year.~~

20 (b-5) Limits on liability due to theft for a ÷ vehicle  
21 having an MSRP of more than \$50,000. For a vehicle that is  
22 stolen and that has an MSRP of more than \$50,000, the ~~The~~ total  
23 liability of ~~the~~ a renter under subsection (a) shall be the  
24 actual and reasonable cost incurred by the loss due to theft of  
25 the rental motor vehicle up to \$40,000; provided, however that  
26 if it is established that the renter or authorized driver

1 failed to exercise ordinary care while in possession of the  
2 vehicle or that the renter or authorized driver committed or  
3 aided and abetted the commission of a theft, then the damages  
4 shall be the actual and reasonable costs of the rental vehicle  
5 up to its fair market value, as determined by the customary  
6 market for the sale of the vehicle. ~~for damage to a motor~~  
7 ~~vehicle with a Manufacturer's Suggested Retail Price (MSRP) of~~  
8 ~~more than \$50,000 may not exceed all of the following:~~

9 ~~(1) the lesser of:~~

10 ~~(A) actual and reasonable costs that the person~~  
11 ~~who rents a motor vehicle to another incurred to~~  
12 ~~repair the motor vehicle or that the rental company~~  
13 ~~would have incurred if the motor vehicle had been~~  
14 ~~repaired, which shall reflect any discounts, price~~  
15 ~~reductions, or adjustments available to the rental~~  
16 ~~company; or~~

17 ~~(B) the fair market value of that motor vehicle~~  
18 ~~immediately before the damage occurred, as determined~~  
19 ~~in the customary market for the retail sale of that~~  
20 ~~motor vehicle; and~~

21 ~~(2) the actual and reasonable costs incurred by the~~  
22 ~~loss due to theft of the rental motor vehicle up to~~  
23 ~~\$40,000.~~

24 The maximum recovery for a motor vehicle with a  
25 Manufacturer's Suggested Retail Price (MSRP) of more than  
26 \$50,000 under this subsection (b-5) shall not exceed \$40,000

1 on the effective date of this amendatory Act of the 99th  
2 General Assembly. On October 1, 2016, and for the next 3 years  
3 thereafter, the maximum amount that may be recovered from an  
4 authorized driver under this subsection (b-5) shall be  
5 increased by \$2,500 above the prior year's maximum recovery.  
6 On October 1, 2020, and for each year thereafter, the maximum  
7 amount that may be recovered from an authorized driver under  
8 this subsection (b-5) shall be increased by \$1,000 above the  
9 prior year's maximum recovery.

10 (b-10) Beginning on the effective date of this amendatory  
11 Act of the 103rd General Assembly and for 6 months after, a  
12 person who rents a motor vehicle to another shall provide  
13 notice to the renter of the motor vehicle of the changes  
14 reflected in this amendatory Act of the 103rd General  
15 Assembly. The notice shall be posted in a conspicuous and  
16 unobscured place that is separate and apart from any other  
17 information.

18 (c) Multiple recoveries prohibited. Any person who rents a  
19 motor vehicle to another may not hold the renter liable for any  
20 amounts that the rental company recovers from any other party.

21 (d) Repair estimates. A person who rents a motor vehicle  
22 to another may not collect or attempt to collect the amount  
23 described in subsection (b) or (b-5) unless the rental company  
24 obtains an estimate from a repair company or an appraiser in  
25 the business of providing such appraisals on the costs of  
26 repairing the motor vehicle, makes a copy of the estimate

1 available upon request to the renter who may be liable under  
2 subsection (a), or the insurer of the renter, and submits a  
3 copy of the estimate with any claim to collect the amount  
4 described in subsection (b) or (b-5). In order to collect the  
5 amount described in subsection (b-5), a person renting a motor  
6 vehicle to another must also provide the renter's personal  
7 insurance company with reasonable notice and an opportunity to  
8 inspect damages.

9 (d-5) In the event of loss due to theft of the rental motor  
10 vehicle with a MSRP more than \$50,000, the rental company  
11 shall provide reasonable notice of the theft to the renter's  
12 personal insurance company.

13 (e) Duty to mitigate. A claim against a renter resulting  
14 from damage or loss to a rental vehicle must be reasonably and  
15 rationally related to the actual loss incurred. A rental  
16 company shall mitigate damages where possible and shall not  
17 assert or collect any claim for physical damage which exceeds  
18 the actual costs of the repair, including all discounts or  
19 price reductions.

20 (f) No rental company shall require a deposit or an  
21 advance charge against the credit card of a renter, in any  
22 form, for damages to a vehicle which is in the renter's  
23 possession, custody, or control. No rental company shall  
24 require any payment for damage to the rental vehicle, upon the  
25 renter's return of the vehicle in a damaged condition, until  
26 after the cost of the damage to the vehicle and liability

1 therefor is agreed to between the rental company and renter or  
2 is determined pursuant to law.

3 (g) If insurance coverage exists under the renter's  
4 personal insurance policy and the coverage is confirmed during  
5 regular business hours, the renter may require that the rental  
6 company must submit any claims to the renter's personal  
7 insurance carrier as the renter's agent. The rental company  
8 shall not make any written or oral representations that it  
9 will not present claims or negotiate with the renter's  
10 insurance carrier. For purposes of this Section, confirmation  
11 of coverage includes telephone confirmation from insurance  
12 company representatives during regular business hours. After  
13 confirmation of coverage, the amount of claim shall be  
14 resolved between the insurance carrier and the rental company.  
15 (Source: P.A. 99-201, eff. 10-1-15.)

16 Section 99. Effective date. This Act takes effect upon  
17 becoming law."